

remain the property of Cooperative and any Supplies remaining after the swine have been removed from the Facilities may be picked up by Cooperative.

3. **TECHNICAL ADVICE & CONSULTATION.** Cooperative's (or its agent's) fieldperson shall make periodic visits to Producer to give advice, assistance, and to inspect Producer's records supporting the care and feeding of the swine. Producer shall contact the fieldperson or Cooperative immediately in the event of an emergency or if Producer deems it necessary to obtain the advice or services of a veterinarian.

4. **INDEPENDENT CONTRACTOR.** The relationship created by this Agreement is that of independent contractor and nothing contained herein is intended or shall be construed as creating any agency, employer-employee or other relationship. Producer shall provide at Producer's expense such worker's compensation insurance, unemployment compensation insurance, disability and health insurance as may be required or advisable for Producer and Producer's employees.

5. **MANAGEMENT RESPONSIBILITIES.** Producer's management responsibilities shall include but not be limited to the following:

- a) Provide equipment and labor necessary to unload and load swine.
- b) The daily management, care and security of the swine in accordance with the Management Practices attached hereto as Exhibit A and incorporated herein by this reference.
- c) Maintain accurate records, including swine mortality, as required by and on forms provided by Cooperative.
- d) Dispose of waste as required by all applicable governmental regulations and good management practices.
- e) Dispose of all dead animals in accordance with all governmental regulations, public health laws and consistent with good management practices and provide necessary documentation of use of all disposal services.
- f) Obtain and maintain all required government permits necessary in connection with the raising and feeding of the swine.
- g) Maintain all weather service roads to Facilities in good condition, free of any overhanging wires or other obstacles, with adequate space for turning swine transport and service vehicles. Failure to so maintain service roads and turning areas will result in Producer's liability for any towing charges or other damages incurred by Cooperative.

6. **LOSS OF SWINE.** Producer shall be responsible for the loss of any swine through theft, conversion or mysterious disappearance. Such swine shall be valued as of the date such swine were last accounted for and such value shall be deducted from any compensation due Producer and Producer shall be liable for any amounts remaining unpaid after deduction from Producer's compensation.

7. **WAIVER OF PROPERTY DAMAGE.** Producer hereby waives any and all claims for recovery from Cooperative or Farmland for loss or damage to Producer's property caused directly or indirectly by the swine.

8. **THIRD-PARTY CLAIMS.** Producer shall be responsible for any claims, damages or injuries caused by the swine delivered to the Facilities pursuant to this Agreement or Producer's management of the Facilities and hereby **INDEMNIFIES AND HOLDS COOPERATIVE AND FARMLAND HARMLESS** from any such claims, damages or injuries.